

CONTRACT

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

CITY OF BOSTON

AGREEMENT made this day of , 197 , by and between the CITY OF BOSTON, a municipal corporation duly organized and existing in and under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, hereinafter referred to as the "City," and the BOSTON REDEVELOPMENT AUTHORITY, a public body corporate and politic organized and existing under Massachusetts General Law, Chapter 121B, hereinafter referred to as the "Authority."

WHEREAS, with the assistance of the federal, state and city governments, the Authority has initiated and administered an extensive urban renewal program within and for the City under the provisions of Title I of the Housing Act of 1949; and,

WHEREAS, the City, under the provisions of the Housing and Community Development Act of 1974 (P.L. 93-383), has received an Urgent Needs Grant allocation, which grant may be utilized for progress towards the completion of projects initiated by the Authority, and,

WHEREAS, the City and Authority desire that a portion of said grant be made available in order to make progress towards the completion of certain of said projects,

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

ARTICLE I

SERVICES OF THE AUTHORITY

The Authority agrees to provide the City with such services as are necessary or desirable to make progress towards the completion of the South End, South Cove, Fenway, and Waterfront urban renewal projects. Without limiting the generality of the foregoing the Authority agrees to provide services in connection with those functions identified in the contract budget (annexed hereto as Schedule "A-1" and as more fully defined in section one (1) through ten (10) of this article.

1. GENERAL ADMINISTRATION OF THE CURRENTLY-EXISTING URBAN RENEWAL PROGRAM. The Authority will supervise progress towards the completion of urban renewal activities within the City.

The Authority will cooperate with the City in implementing the Community Development Program. The Authority will take all steps necessary to assist the City in its efforts to comply with the close-out planning requirements of the Community Development Act of 1974.

Services of the Authority shall also include, but not be limited to, the provision of legal, accounting and purchasing activities as are necessary and appropriate for the efficient supervision and administration of activities relating to the South End, South Cove, Fenway, and Waterfront urban renewal projects.

2. PROJECT MANAGEMENT. With respect to the South End, South Cove, Fenway, and Waterfront urban renewal projects, the Authority will continue to direct and supervise renewal activities,

including, but not limited to, the maintenance of appropriate site offices, the continued communication with the general public and affected community groups, and the continued assistance in planning the future direction in specific project areas. In addition, the Authority will provide necessary and appropriate administrative staff, including project managers and assistants.

3. SURVEY AND PLANNING. The Authority will provide necessary and appropriate surveying, mapping, master engineering, and submissions to the Public Improvement Commission and will prepare environmental assessments in a timely manner.

4. TEMPORARY OPERATION OF ACQUIRED PROPERTY. The Authority will manage and maintain all property owned by it. The provision of maintenance shall include, among other activities, the retention of personnel sufficient to protect buildings against vandalism, to make and keep buildings safe and habitable, and to enforce all rental agreements.

5. PROPERTY ACQUISITION. The Authority will perform all activities necessary to acquire properties as shown on Schedule "A-1" including appraisals, title and related legal services, actual acquisition and the payment of awards.

6. RELOCATION ACTIVITIES. The Authority will provide relocation services.

7. REHABILITATION. The Authority will provide rehabilitation services.

8. SITE CLEARANCE, PREPARATION AND DISPOSITION. The Authority will execute and supervise such contracts or agreements

as are necessary and appropriate to clear, prepare and dispose of sites in project areas. Said contracts shall include, but not be limited to, demolition activities, street improvements, utility installation, disposition appraisals and the preparation of parcel delivery plans and such other related activities as are required and mandated by the applicable urban renewal plan.

9. INTEREST PAYMENTS. The Authority will cause to be paid the interest due on Federally guaranteed Urban Renewal Loans.

10. NOTE RETIREMENT. The Authority will cause to be paid the principal and interest due on the Federally guaranteed Urban Renewal Loans as set forth in the Urgent Needs allocation.

All of the foregoing services shall be performed by the Authority within the cost limitations and for the specific projects set forth in Schedule "A-1" hereto. Budget changes shall be made only in accordance with such procedures as may be specified by the City acting through its Special Assistant for Housing, Development and Construction.

The Authority will adopt, implement and maintain such accounting and control practices and procedures as are approved by the Community Development Controller of the City. The Authority will provide such reports as may be specified by the City acting through its Community Development Controller and will implement such record-keeping procedures as may be specified by the City to provide a satisfactory source from which such reports can be prepared.

If the City, acting through its Special Assistant for Housing, Development and Construction, deems it necessary, for, among others, the purpose of lessening the possibility of cost overruns or excess expenditures, that the Authority make systems changes in its proce-

dures for the management of urban renewal projects, the Authority will make such changes. As used in this paragraph, "system changes" shall include, but not be limited to, changes in the areas of accounting, reporting, cost control, evaluation and performance monitoring.

ARTICLE II

TERM

This Agreement shall be deemed to be effective from July 1, 1977 until December 1, 1978, unless terminated prior to December 1, 1978, pursuant to the provisions of Article V hereof, except that in the case where the Authority enters into subcontractual liabilities prior to December 1, 1978, under this contract, this contract shall continue in effect for the outstanding obligations under those subcontracts until such time as they are released. In no case will this contract extend beyond June 30, 1978 for payroll costs of the Authority.

ARTICLE III

COMPENSATION

The City will reimburse the Authority monthly for all costs incurred or accrued by the Authority in carrying out this contract, in accordance with request procedures to be established by the City acting through its Community Development Controller. In no event shall the amount paid the City hereunder exceed Fifteen Million (\$15,000,000) Dollars. The City shall have access to the books, records and accounts of the Authority.

ARTICLE IV

ASSIGNMENT

The Authority shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the City, but the Authority may sub-contract for survey and planning, site preparation, and the like, without such prior written consent except that all publically advertised contracts must appear in the City Record and may only appear with the written approval of the Special Assistant for Housing, Development and Construction.

ARTICLE V

TERMINATION

This Agreement shall be subject to termination by either party by the delivery of a written notice of intention to terminate the same in sixty (60) working days. In the event of breach of any terms of this contract by either party to protest such breach or take any other action in regard to such breach shall not operate to waive any rights to protest or take other action in regard to any subsequent breach, it being the intention of both parties to cooperate so far as possible in correcting the cause of any breach.

ARTICLE VI

PERFORMANCE BOND

Simultaneously with the execution of this Agreement, the Authority shall deliver a bond in the sum of One Thousand (\$1,000.00) Dollars issued by a surety company authorized to do business in the Commonwealth of Massachusetts or a check in the amount of One (\$1.00)

Dollar, payable to the City of Boston and deliver to the City Auditor, in order to guarantee the full and faithful performance of all terms, conditions and provisions of the Agreement by the Authority.

ARTICLE VII

RELEASE OF CITY ON FINAL PAYMENT

Simultaneously with acceptance by the Authority of what the City tenders as the final payment by it under this contract, the Authority shall execute and deliver to the City from all claims and liabilities, excluding such claims and liabilities as are expressly excepted in said instrument, in any way connected with the Agreement.

ARTICLE VIII

DAMAGES TO THE CITY

If the Authority shall provide services in an unsatisfactory manner, the City may request the Authority to revise said services at no additional costs to the City. Such requests shall be in the form of a written notice to the Authority setting forth specifically those elements of the services not satisfactory to the City and the Authority shall have the opportunity to respond to said notice.

If the Authority fails to provide services in accordance with the terms hereof, the City may make any reasonable purchase or contract to purchase services in substitution for those due.

The Authority shall not be liable for any damages sustained by the City due to the Authority's failure to furnish services under the terms of this contract, if such failure is in fact caused by the occurrence of a contingency, the non-occurrence of which was a basic assumption under

which this contract was made, including, without limiting the generality of the foregoing, a state of war, embargoes, expropriation or confiscation of facilities used by the Authority or by labor strike, or by the Authority's compliance with any federal, state or municipal governmental regulation or order, provided that the Authority has notified the City in writing of such cause within thirty (30) days of its occurrence.

ARTICLE IX

SPECIAL PROJECTS

In addition to the respective obligations herein contained, the parties agree that the Authority will continue, undertake and administer such other non-urban renewal projects as may be mutually agreed upon in writing.

Schedule "A-1"

South End Urban Renewal Area R-56

Land Assembly Parcel PB-3	\$ 20,700
Land Assembly Allen House	50,000
Public Improvement Design Costs	1,449,428
Contract H-2	461,474
Contract H-3C	185,895
H-3T	208,263
SD-1	112,346
SD-2	261,000
SD-4	330,600
U-1	90,973
H-1	419,017
SD-1A	173,495
Waterlines Contract	818,979
Street Reconstruction Project Boundary to Columbus Ave.	357,000
Columbus Ave. to Tremont St.	729,300
Tremont St. to Shawmut Ave.	683,400
Shawmut Ave. to Washington St.	171,700
Washington St. to Albany St.	125,000
MBTA Utility Relocation	600,000
N-1 Park	30,000
Court Awards	500,000
Interest	294,632
Administration	561,500
Property Management	342,000
Ancillary Costs	546,000

Sub-Total South End \$9,522,702

Waterfront Urban Renewal Area R-77

State Street Reconstruction	144,000
Court Awards	180,000
Interest	182,420
Administration	267,000
Ancillary Costs	226,500

Sub-Total Waterfront \$1,000,720

South Cove Urban Renewal Area R-92

Public Improvement Design Costs	\$ 52,758
Sewer and Drain Contracts	158,000
Waterline Contracts	48,000
Street Reconstruction Contracts	99,700
Court Awards	200,000
Interest	66,922
Administration	171,000
Ancillary Costs	142,950

Sub-Total South Cove	\$939,330
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Fenway Urban Renewal Area R-115

Public Improvement Design Costs	\$ 75,000
related to Urban Systems Contracts	
Public Improvement Design Costs	173,800
related to Urgent Needs Contracts	
Contract 28	731,000
Contract 19B	254,000
Court Awards	118,500
Interest	223,847
Administration	250,000
Property Management	107,000
Ancillary Costs	251,500

Sub-Total Fenway	\$2,184,647
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Contingency	\$1,352,601
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Total Urgent Needs Allocation	\$15,000,000
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IN WITNESS WHEREOF, the parties have hereunder set their hands and seals
on the day and year first set forth above.

CITY OF BOSTON

BY: _____

MAYOR

Certified as to availability of funds:

CITY AUDITOR

Approved as to form:

CORPORATION COUNSEL

BOSTON REDEVELOPMENT AUTHORITY

BY: _____

DIRECTOR

Approved as to form:

GENERAL COUNSEL TO B.R.A.

MEMORANDUM

DECEMBER 15, 1977

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT F. WALSH, DIRECTOR

SUBJECT: URGENT NEEDS GRANT - SOUTH END, SOUTH COVE, FENWAY AND WATERFRONT

The Department of Housing and Urban Development has allocated \$18,800,000 in Urgent Needs grant to the Boston Urban Renewal program. After deducting \$3,800,000 for note retirement, HUD will provide the City of Boston with \$15,000,000 in Urgent Needs grant for Urban Renewal activities in four project areas. The Authority may receive this grant by entering into an Agreement with the City of Boston which states the activities to be carried out and the terms of grant payment.

It is therefore recommended that the Director be authorized to execute an Agreement with the City of Boston, acting through the Office of Development and Construction, whereby the Authority would receive the \$15,000,000 in Urgent Needs grant and would carry out the HUD approved Urban Renewal activities with these funds.

An appropriate vote follows:

VOTED: That the Director be and is hereby authorized to execute an Agreement by and between the Authority and the City of Boston, acting through the Office of Development and Construction, whereby the Authority will receive fifteen million (\$15,000,000) dollars in return for the rendering of Urban Renewal services. Said agreement is to be substantially in the form attached hereto.